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## DOCUMENT CONVERSION WORKSHEET

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CASE #: F-1998-00369 BATCH #: 784097 ACTION(SCAN TO) AA ACTION Folder A STAT

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KEYWORDS: ITEK Corp  
Bissell, Richard

EXTENDED INFORMATION? Y N

Job 67B00074R

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ABSTRACT INFORMATION:

25X1

Project CORONA

RETURN TO:

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COR-1104

Copy 3 of 4

ITEK Laboratories, Inc.  
Lexington, Massachusetts


Gentlemen:

Forwarded herewith for your acceptance and signature are three (3) copies of Letter Contract No. BB-450.

This letter contract is being issued in a CPFF format, however, it is contemplated by the parties that any resulting definitive contract will be a Fixed Price type with possibly a Price Redetermination feature.

If the foregoing and the attached letter contract meets with your approval, please execute all three (3) copies and return the original and one copy to the undersigned.

Very truly yours,

  
Contracting Officer

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Attachments - 3

CS/DPD-DE  cc

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Distribution:

Orig - ITEK w/atts.

2 - CS/DPD BB-450 Corres.

3 - FIN/DPD

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25X1, 25X1

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COR-1930  
COPY 3 of 5  
Contract No. BB-450  
Amendment No. 4

IITEK Laboratories  
A Division of IITEK Corporation  
Lexington, Massachusetts

Gentlemen:

1. This document constitutes Amendment No. 4 to Contract No. BB-450 between the parties hereto and said contract is amended as hereinafter set forth.

2. The parties hereto have negotiated and agreed upon additional quantities of the items set forth in Exhibit 'A' and also certain changes and/or deletions of items presently in the Exhibit. Accordingly, a revised Exhibit 'A' is attached to this Amendment No. 4 which sets forth the understandings of the parties hereto.

3. As a result of the foregoing, PART XII - INCENTIVE PRICE REVISION of the Schedule is amended as follows:

a. Paragraph b. of PART XII is deleted in its entirety and in lieu thereof substitute the following:

b. General. The supplies of services identified in the Schedule as Items 1 through 6, 8 and 9 are subject to price revision in accordance with the provisions of this clause: provided, that in no event shall the total adjusted price of such items exceed \$13,200,000. Any supplies or services which are to be ordered separately under, or otherwise added to this contract, and which are to be subject to price revision in accordance with the provisions of this clause, shall be identified as such in a modification to this contract. However, it being recognized and understood that the work and services called for under Item 7 shall not be subject to price revision in accordance with the provisions of this clause and the costs of such work shall be identified and segregated from all other work hereunder, the Contractor shall be reimbursed only for the actual costs thereof for said Item. In the event of failure to agree on a question of fact within the meaning of the clause of this contract entitled Disputes, and the Contracting Officer shall promptly issue a decision thereunder.

b. Paragraph d.1 and d.2 of PART XII are deleted in their entirety and in lieu thereof substitute the following:

1. On the basis of the information required by paragraph c. above, together with any other pertinent information, there shall be established by negotiation the total adjusted cost

reasonably incurred or to be incurred for and properly allocable to the supplies delivered (or services performed) and accepted by the Government, which are subject to price revision under this clause. In determining the total adjusted cost, the negotiated or actual cost, as the case may be, of all items not subject to price revision shall be deducted from the total of all allocable costs incurred hereunder.

2. The Total Adjusted price shall be established by adding to the total adjusted costs an allowance for profit determined as follows:

WHEN THE TOTAL ADJUSTED COST IS:	THE ALLOWANCE FOR PROFIT IS:
Equal to the total target cost	Total target profit.
Greater than the total target cost	Total target profit less twenty-five percent (25%) of the amount by which the total adjusted cost exceeds the total target cost.
Less than the total target cost	Total target profit plus twenty-five percent (25%) of the amount by which the total adjusted cost is less than the total target cost.

However, in no event shall the allowance for profit exceed fourteen percent (14%) of the total target cost. For purposes of this contract the total target cost, profit and price is as follows:

Total Target Cost	\$ 11,412,535
Total Target Profit	<u>1,198,315</u>
Total Target Price	<u>12,610,850</u>

4. The Contract is further amended by revising PART XV to the Schedule as follows:

a. PART XV - CONSIDERATION AND PAYMENT

a. The total contract target price for Items 1 through 6, 8 and 9 Exhibit 'A' to the Schedule is \$12,610,850 subject to the provisions of the clause hereof entitled PART XII - INCENTIVE PRICE REVISION and the provisions of the clause hereof entitled PART XVI - LIMITATION OF GOVERNMENT'S OBLIGATION.

b. The total estimated cost for Item 7 to the Schedule \$510,000.00 said amount being allotted hereunder and subject to PART XVI of the Schedule.

c. The total contract price for items 10, 11, 12, 13 and 14 of Exhibit A to the Schedule is \$2,261,466.00 subject to the provision of the clause hereof entitled PART XVI - LIMITATION OF GOVERNMENTS OBLIGATION.

d. There is hereby allotted for the total performance of this contract the sum of \$13,375,263.00 subject to the provisions of PART XVI of the Schedule.

5. PART XVI - LIMITATION OF GOVERNMENTS OBLIGATION of the Schedule is amended as follows:

(a) The figures \$12,000,000.00 appearing in the first sentence of paragraph (d) are deleted and in lieu substitute the figures \$13,375,263.00

(b) The words and figures "31 January 1963" appearing in the first sentence of paragraph (3) are deleted and in lieu thereof substitute the words and figures "30 April 1963".

6. All other terms, conditions and requirements of Contract No. BB-450 remain unchanged.

7. Please indicate your receipt of this Amendment No. 4 to Contract No. BB-450 and your acceptance thereof by executing the original and two copies of this Amendment. Return the fully executed original and one copy of this amendment to the undersigned and retain the remaining copy for your files.

Very truly yours,

[Signature Box]

Contracting Officer

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ACKNOWLEDGED AND ACCEPTED  
ITEK LABORATORIES  
A DIVISION OF ITEK CORPORATION

BY [Signature Box]

TITLE Vice Pres

DATE 11 Feb 1963

STAT

**EXHIBIT "A"**  
**Revised 1 November 1962**  
**Contract No. EB-450**

A. Contractor shall furnish the necessary facilities, materials and services to accomplish the work set forth below:

Item 1 - Deleted.

Item 2 - Contractor shall design, develop and fabricate twenty-two (22) convergent stereoscopic camera systems, including dual cassettes, F/3.5 lenses and cells, in accordance with Contractor's Document SHC61-8214-168, dated 26 June 1961, as revised by SHC61-8214-41/1, dated 15 February 1962, said documents hereby incorporated by reference, at a billing price of \$375,068.50 and a total billing of \$8,251,507.

Item 3 - Contractor shall furnish Camera Systems Management Control, Technical Liaison and Engineering Support as necessary to conduct the program and meet the objectives set forth in Paragraphs 11 and 12 of Contractor's Document SHC61-8214-168, dated 26 June 1961, as revised by SHC61-8214-41/1, dated 15 February 1962. The price of this Item 3 is included in the price of Item 2, above.

Item 4 - Contractor shall fabricate the following additional components of the camera system and support equipment in accordance with Contractor's Document SHC61-8214-168, dated 26 June 1962, as revised by SHC61-8214-41/1 dated 15 February 1962:

a. One (1) each spare lens and cell at a total billing price of \$33,614.00.

b. Eight (8) each dual cassettes at a unit billing price of \$24,084.00 and a total billing price of \$192,672.00.

c. Eighteen (18) each dollies for assembly and ground handling of Item 2. Dollies shall be of two (2) configurations. Nine (9) of them shall be suitable for individual assembly of the systems and the nine (9) others suitable for handling the stereo pairs of the systems for a unit billing price of \$5,950.00 and a total billing price of \$107,100.00

d. Two (2) each F/3.5 target simulators at a unit billing price of \$223,793.00 and a total price of \$447,586.00.

e. Six (6) each test and checkout consoles of the following types:

(1) One (1) assembly type test and checkout console, exclusive of readout, which will be comprised of a refurbished test and checkout console furnished as GFP from LMSC subcontract 100-20.



(2) One (1) assembly type test and checkout console to be fabricated hereunder.

(3) One (1) modified operational test and checkout console which shall be comprised of a refurbished test and checkout console furnished as GFP from LMSC subcontract 100.30.

(4) One (1) field type test and checkout console which shall be comprised of a refurbished test and checkout console furnished as GFP from LMSC subcontract No. 100-9.

(5) Two (2) each operational type test and checkout consoles fabricated hereunder.

The above consoles are at a unit billing price of \$47,894 and a total billing price of \$287,364.00.

f. Deleted.

g. Five (5) each sets of raw glass and lens cell castings at a total billing price for the lot of \$19,088.00.

h. One-hundred five (105) main instrument supply spools for use with Item 2, above, at a unit billing price of \$1,020.00 and a total billing price of \$107,100.00.

i. Thirty (30) sets of main instrument supply spool flanges at a unit billing price of \$172.50 and a total billing price of \$5,175.00.

j. Sixty (60) each frame camera supply spools for use with Item 2, above, at a unit billing price of \$1,944.00 and a total billing price of \$116,640.00

(1) Refurbish 150 main instrument supply spools (Item 4-h. above) for use with Item 2 above. The spools will be returned from time to time by the Government to the Contractor. The cost of this work is included in the price of Item 4-j.

k. One (1) each main plate for use as a qualification test type item by LMSC. The price of this item is included in the price of Item 2.

1. Five (5) sets of alignment fixtures for alignment of the main instruments with the cassette. The cost of this item is included in the price of Item 2.

Item 5 - Contractor shall furnish continuous field operations support for handling, testing, evaluating, repairing, and retrofitting any items delivered under this contract in accordance with paragraph 9 of Contractor's Document SHC61-8214-168, dated 26 June 1961, as revised by SHC61-8214-41/1 dated 15 February 1962. Such services shall be performed for a period of approximately 18 months starting on or about 1 June 1961 and ending 30 April 1963. These services, upon satisfactory

performance and approval by the Contracting Officer, shall be billable every 8 months at a billing price of \$164,465.00. The total billing price for this item is \$493,395.00.

Item 6 - Contractor shall furnish the spare parts to support Items 2, 4 d., and 4 e. in the field in accordance with the list of parts attached to this Amendment No. 2 and identified as Exhibit C. The total billing price for all items set forth in Exhibit C is \$27,528.

Item 7 - Contractor shall acquire certain facility type items, repair GFP Jig Borer Machine, make leasehold improvements, and modifications to existing environmental and manufacturing facilities in accordance with provisions of Appendix I attached hereto and made a part of this contract. The cost of this item is on a reimbursement basis only and shall include no factor for profit. The application of General and Administrative expense and/or overhead burden shall conform with Contractor's normal accounting practice insofar as security aspects permit. Final determination of such application shall vest in the Contracting Officer. There has been a total sum of \$510,000.00 allotted to the contract for this item. Contractor shall not expend or commit in excess of this amount without the written permission of the Contracting Officer.

Item 8 - Contractor shall design, develop, qualify and fabricate twelve (12) Stellar/Indexing Cameras including necessary cassette modifications in accordance with Contractor's document No. SHC62-8214-133 dated 4 May 1962, entitled, Design Control Specification for Double Frame Camera, Specification for Double Frame Camera, Specifications No. DC004.1 said document being incorporated herein by reference at a unit billing price of \$42,919.00 and at a total billing price of \$515,028.00.

Item 9 - Contractor shall furnish fifty (50) 70mm and fifty (50) 35mm supply spools for use with Item 8 above. The price for this Item 9 is included in the price of Item 8 above.

Item 10 - Contractor shall design, develop and fabricate five (5) Stellar/Indexing Cameras including cassettes, Data Blocks and Material Guide Assemblies and Transit Cases in accordance with Contractor's documents SHC62-8214-187 and SHC62-8214-188, dated 17 August 1962 respectively, said documents being incorporated herein by reference, at unit price of \$84,378.80 and at a total price of \$421,894.00.

Item 11 - Contractor shall furnish two (2) additional cassettes, forty (40) each 70mm and 35mm supply spools and three (3) each test and check-out consoles and mounts for use with Item 10 above. The cost of these items is included in the price of Item 10 above.

Item 12 - Contractor shall fabricate and deliver five (5) convergent stereoscopic camera systems, including dual cassettes, F/35 lenses and cells identical to the last system delivered under Item 2 above at a unit price of \$333,591.60 and a total price of \$1,667,983.

*Contractor says S/B: 333,596.60*

Item 13 - Contractor shall fabricate and deliver four (4) Stellar/Indexing Cameras including cassette identical to the last unit delivered under Item 8 above at a unit price of \$39,878.50 and a total price of \$159,514.00.

Item 14 - Contractor shall fabricate and deliver ten (10) each main instrument supply spools for use with Item 2 and 12 at a unit price of \$1,207.50 and a total price of \$12,075.00.

**B. DELIVERY**

The Contractor shall make delivery of the items and services called for in Paragraph A., above, in accordance with the following schedule. Inspection and acceptance by the Government shall be at the Contractor's Plant unless otherwise specified.

Item 1 - Deleted.

Item 2 - The twenty-two (22) Camera Systems shall be delivered as follows:

Systems M-1, M-2, M-3, M-4 and M-5 - Forthwith.

<u>Systems</u>	<u>Deliver on or Before</u>
M-6	25 March 1962
M-7	31 March 1962
M-8	3 April 1962
M-9	20 April 1962
M-10	30 April 1962
M-11	9 May 1962
M-12	20 May 1962
M-13	30 May 1962
M-14	9 June 1962
M-15	19 June 1962
M-16	29 June 1962
M-17	15 Aug. 1962
M-18	29 Aug. 1962
M-19	12 Sept. 1962
M-20	27 Sept. 1962
M-21	10 Oct. 1962
M-22	24 Oct. 1962

Item 3 - The Camera Systems Management Control, Technical Liaison and Engineering Support shall be furnished from date of contract through 30 April 1963.

Item 4 - The Contractor shall make deliveries of the items called for by Item 4 as follows:

a. The spare lens and cell shall be available for use at Contractor's plant on 15 February 1962. Delivery shall be upon demand thereafter, but in no event later than delivery of the last system called for under Item 2.

- b. The dual cassettes shall be delivered as follows:
  - (1) Two (2) each on or before 30 March 1962 for use by LMSC.
  - (2) Two (2) each on or before 1 July 1962.
  - (3) Four (4) each forthwith. Cassettes to be retained as GFP by the Contractor in the performance of Item 2.
- c. The dollies shall be delivered as follows:
  - (1) Six (6) each of the individual assembly type forthwith. Dollies to be retained by the Contractor as GFP in the performance of Item 2.
  - (2) Six (6) each of the Stereo pair assembly type dolly forthwith. Dollies to be retained by the Contractor as GFP in the performance of Item 2.
  - (3) Three (3) each of the individual assembly type forthwith. These dollies are for shipment to and use by LMSC.
- d. The F/3.5 simulators are to be delivered as follows:
  - (1) One (1) each forthwith for use by LMSC.
  - (2) One (1) each forthwith. This unit to be retained by Contractor as GFP for use in performance of Item 2.
- e. The test and checkout consoles shall be delivered as follows:
  - (1) One (1) assembly type refurbished from LMSC subcontract 100-20 forthwith. Unit is to be retained as GFP for performance of Item 2.
  - (2) One (1) assembly type test and checkout console fabricated hereunder forthwith. Unit is to be retained as GFP for performance of Item 2.
  - (3) One (1) modified operational test and checkout console comprised of a refurbished unit furnished as GFP from LMSC subcontract 100-30 forthwith. Unit is to be retained as GFP for performance of Item 2.
  - (4) One (1) field type test and checkout console refurbished from GFP unit from LMSC subcontract 100-9 on or before 1 April 1962. This unit is to be shipped to LMSC.

- (5) Two (2) each operational type test and checkout consoles fabricated hereunder on or before 15 April 1962. These units may be retained by the Contractor as GFP for the performance of Item 2.

f. Deleted.

g. The five (5) sets of glass and castings shall be delivered forthwith. The Contractor is authorized to retain these items as GFP until delivery of the last system called for under Item 2 unless this date is extended in writing by the Contracting Officer.

h. The main instrument supply spools shall be delivered as follows:

- (1) Eleven (11) each spools forthwith.
- (2) Ninety-four (94) each spools at the rate of three (3) per delivery of each System called for under Item 2 and the balance on or before 1 July 1962.

i. The thirty (30) sets of supply spool flanges shall be delivered as follows:

- (1) Nine (9) each flanges forthwith.
- (2) Twenty-one (21) each flanges at the rate of three (3) each per delivery of each System called for under Item 2.

j. The sixty (60) frame camera supply spools shall be delivered as follows:

- (1) Ten (10) each spools forthwith.
- (2) Fifty (50) each spools at the rate of three (3) each per delivery of each System called for under Item 2 and the balance on or before 1 July 1962.

k. The main plate shall be delivered for use by LMSC forthwith.

l. The five (5) sets of alignment fixtures shall be delivered as follows:

- (1) Two (2) each sets forthwith for shipment to and use by LMSC.
- (2) Three (3) each sets forthwith. These sets to be retained by Contractor as GFP for use in performance of Item 2.

Item 5 - Contractor shall provide the field services as set forth in Item 5.

Item 6 - The spare parts set forth in Exhibit "C" shall be delivered forthwith upon receipt of this Amendment No. 2

Item 7 - The work set forth in Item 7 shall be accomplished in accordance with the provisions of Appendix I. Title to all severable items shall vest in the Government and delivery shall be made upon demand but in no event shall such demand interfere with the performance of work called for under this contract.

Item 8 - Contractor shall deliver eleven (11) Stellar/Indexing Frame Cameras in sufficient time to enable incorporations in Instruments M-12 through M-22 prior to their scheduled flights. One (1) system shall be retained by the Contractor until successful completion of the qualifications test program, at which time disposition instructions will be issued by the Contracting Officer.

Item 9 - The fifty (50) each of both the 70mm and 35mm supply spools shall be delivered at the rate of fifteen (15) each per month starting in July 1962.

Item 10 - Contractor shall deliver the five (5) Stellar/Indexing Cameras and associated equipment called for the Item 10 as follows:

1 each	1 October 1962
1 each	1 November 1962
1 each	1 December 1962
1 each	1 January 1963
1 each	1 February 1963

Item 11 - Contractor shall deliver the two additional cassettes as follows:

1 each	22 August 1962
1 each	7 September 1962

The forty each 70mm and 35mm supply spools are to be delivered on or before 1 October 1962.

The three each test and checkout consoles and mounts are to be delivered as follows:

1 of each	1 October 1962
1 of each	15 October 1962
1 of each	1 February 1963

Item 12 - Contractor shall deliver the five (5) Systems called for under Item 12 as follows:

1 each on or before	21 December 1962
1 each on or before	18 January 1963
1 each on or before	1 February 1963
1 each on or before	22 February 1963
1 each on or before	8 March 1963

Item 13 - Contractor shall deliver the four (4) each S/I Systems concurrent with the first four systems delivered under Item 12 above.

Item 14 - Contractor shall deliver the ten (10) each supply spools on or before 1 January 1963.